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RECENT IMPORTANT DECISIONS

ACKNOWLEDGMENT—IMPEACHMENT—EXAMINATION OF MARRIED WOMAN.—A married woman, where private examination is necessary to the validity of an acknowledgment, signed a contract to convey land thinking she was merely signing a contract to convey standing timber. Later she learned from her husband that the instrument was a contract for conveyance of the land itself on which the timber stood. One week later, in her private examination by a justice, she declared she voluntarily signed the instrument and does now voluntarily assent thereto, but she also declared she understood at the time of signing she was signing a conveyance of the timber and not of the land itself. An action is brought for specific performance. *Held* (two Justices dissenting), that such acknowledgment related back to the time of signing and rendered it as effectual as if she had known the facts at the time of signing. *Johnson Lumber Co.* v. *Leonard* (1907), — N. C. —, 59 S. E. Rep. 134.

The majority base their decision on *Benedict* v. *Jones,* 129 N. C. 472, and § 956 of the Revised Statute providing that the certificate of acknowledgment of the officer can only be set aside by clear, cogent and convincing evidence of fraud or undue influence by the grantee or his agent, or those claiming under him with knowledge of the fraud. And the same rule must be applied to married women where no fraud has been shown. This seems to be the general rule. *Hitz* v. *Jenks,* 123 U. S. 297; *Linton* v. *Nat'l Life Ins. Co.,* 104 Fed. Rep. 584; *Mut'l Life Ins. Co.* v. *Corey,* 135 N. Y. 326; *Council Bluffs Savings Bank* v. *Smith,* 59 Neb. 90. The minority opinions hold that married women are to be protected and that the statute must be enforced according to its spirit. Acknowledgment must be in the manner pointed out by the statute, and until the last act is done the contract is incomplete and she may avoid her signature. It is not enough that she voluntarily and freely signed it, but she must expressly declare that she still assents thereto after her rights have been explained by an upright and intelligent judicious officer. And so when she declared that she signed misunderstanding the extent of the conveyance, she should be permitted to avoid her signature, and the certificate is not conclusive. Other cases holding that the certificate of acknowledgment is only prima facie evidence and it can be shown that the deed of a married woman was not explained to her, are: *McCaskell* v. *McKinnon,* 121 N. C. 214; *Barrett* v. *Davis,* 104 Mo. 549; *Dodge* v. *Hollinshead,* 6 Minn. 25, 80 Am. Dec. 433.

BANKRUPTCY—DISCHARGE—LIBEL.—On February 4, 1904, defendant in error brought an action for libel against the Atlanta News Publishing Co., and summoned the Maddox-Rucker Banking Co. as garnishee. Two days later, for the purpose of dissolving this attachment, the defendant filed a statutory bond, with the National Surety Co. of New York as surety. On May 2, 1904, the garnishee answered and admitted that it held sufficient assets, no traverse being filed to this answer. On February 18, 1907, the publishing company was adjudged a bankrupt and a trustee was appointed. On the 27th day of March